



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

AMENDMENT NO. 001

RFP NO. B3Z05045

TITLE: Autism Research and Services in SE MO

ISSUE DATE: 10/18/04

REQ#: NR 650 ADM40000077

BUYER: Mary Call

PHONE NO.: (573) 751-1695

E-MAIL: mary.call@oa.mo.gov

THE DATE FOR RETURN OF PROPOSALS IS HEREBY EXTENDED BY AMENDMENT #001

RETURN PROPOSAL NO LATER THAN: November 10, 2004 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

**DPMM
P O BOX 809**

or

JEFFERSON CITY MO 65102-0809

DPMM

301 WEST HIGH ST, RM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: From Date of Award for Twelve (12) Calendar Months

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Mental Health, Division of Mental Retardation/Developmental Disabilities
P.O. Box 687
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

AMENDMENT #001 to RFP B3Z05045

TITLE: Autism Research and Services in SE MO

CONTRACT PERIOD: From Date of Award for Twelve (12) Calendar Months

RFP B3Z05045 is hereby amended as follows:

1. The date for return of proposals is hereby extended to November 10, 2004 in lieu of 10/29/04.
2. The contract period is hereby changed as follows:

Changed to:

CONTRACT PERIOD: From Date of Award for Twelve (12) Calendar Months

Changed from:

CONTRACT PERIOD: From Date of Award through June 30, 2005

3. The following paragraphs from RFP B3Z05045 contain changes as a result of Amendment #001:

2.1.1. a. and b.

2.2.1. a. and c.

2.2.2. a. and c.

2.3.1. b.

2.3.3

2.4.2. b.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO. B3Z05045

TITLE: Autism Research and Services in SE MO

ISSUE DATE: 9/24/04

[THE DATE FOR RETURN OF PROPOSALS WAS EXTENDED TO 11/10/04 IN AMENDMENT #001]

RETURN PROPOSAL NO LATER THAN: 10/29/04 AT 2:00 PM

REQ#: NR 650 ADM40000077

BUYER: Mary Call

PHONE NO.: (573) 751-1695

E-MAIL: mary.call@oa.mo.gov

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

[THE CONTRACT PERIOD WAS CHANGED TO DATE OF AWARD FOR 12 CALENDAR MONTHS IN AMENDMENT #001]

CONTRACT PERIOD: From Date of Award through June 30, 2005

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Mental Health, Division of Mental Retardation/Developmental Disabilities
P.O. Box 687
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of autism research and services as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information, including requirements related to MBE/WBE participation
 - 4) Pricing Page(s)
 - 5) Exhibits A - H
 - 6) Terms and Conditions

1.2 Pre-Proposal Conference:

A pre-proposal conference regarding this Request for Proposal will be held on Thursday, October 14, 2004 beginning at 9:30 a.m. The conference will be held in the CPS Conference Room at the Department of Mental Health, 1706 East Elm Street, Jefferson City, Missouri. Offerors should enter through the main doors and ask for the CPS conference room.

- 1.2.1 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.2 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

- 1.3.1 The Department of Mental Health contains three divisions each dedicated to improving the lives of Missourians with substance addiction, mental illness, and developmental disabilities.
- 1.3.2 The Division of Mental Retardation and Developmental Disabilities (MRDD), established in 1974, serves a population that has developmental disabilities such as mental retardation, cerebral palsy, head injuries, autism, epilepsy, and certain learning disabilities. Such conditions must have occurred before age 22, with the expectation that they will continue. To be eligible for services from the division, persons with these disabilities must be substantially limited in their ability to function independently.
- 1.3.3 The division improves the lives of persons with developmental disabilities through programs and services to enable those persons to live independently and productively. In 1988, the division began participation in the Medicaid home and community-based waiver program, designed to help expand needed services throughout the state.

- 1.3.4 The division operates 17 facilities that provide or purchase specialized services. Eleven regional centers form the framework for the system, backed by six habilitation centers, which provide residential care and habilitation services for more severely disabled persons.
- 1.3.5 The regional centers, the primary points of entry into the system, provide assessment and case management services, which include coordination of each client's individualized habilitation plan.
- 1.3.6 A regional center may refer a client to a habilitation center. Habilitation centers primarily serve individuals who are severely disabled, behaviorally disordered, court-committed, or medically fragile. All habilitation centers are Medicaid certified.
- 1.3.7 In State Fiscal Year 2003, HB 10 was passed in an effort to assist the Department of Mental Health in being more responsive to the needs of individuals with autism and their families. This RFP is being issued as a result of the legislation. House Bill 10 states the following:

For the purpose of funding programs and in-home family directed services for persons with autism and their families. \$200,000 shall be contracted to an outside provider to supply community based autism research and services in Southeast Missouri concentrating on work force transition skills, independent living skills and maximization of giftedness within the autistic population.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall develop and implement a program for individuals with autism who reside in Southeast Missouri designed to supply community-based research and services concentrating on work force transition skills, independent living skills, and maximization of giftedness within the autistic population.

SUBPARAGRAPHS a. AND b. ADDED VIA AMENDMENT #001

- a. For purposes of this document, the term “autism” shall be deemed to mean “autism spectrum disorders”.
 - b. Further, it is the intent of this document, that the program developed by the contractor be strength-based, concentrating and maximizing individual skills and talents, with direction from the individual with autism and their family (if available) at every level of the planning and service process.
- 2.1.2 The contractor shall perform all services on behalf of and to the sole satisfaction of the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Development of Pilot Program:

- 2.2.1 Research and evaluation - The contractor shall research the development of a community-based program concentrating on work force transition skills, independent living skills, and maximization of giftedness for individuals with autism. The contractor must review existing literature regarding autism especially related to workforce transition skills, independent living skills, and maximization of “giftedness” for individuals with autism. The contractor shall utilize this information when developing a model for the identification of individuals with autism to be selected for the contractor’s program.

PARAGRAPH REVISED VIA AMENDMENT #001

- a. Workforce Transition Skills – The contractor shall agree and understand that for purposes of the contract, the development of work force transitions skills shall include but not be limited to youth who will be entering the work force, adults who are seeking first-time employment, and adults who are seeking different to better employment opportunities.

- 1) At a minimum, the contractor shall address the following in the research:

- ✓ job analysis,
- ✓ vocational skills inventory,
- ✓ environmental factor assessments,
- ✓ job requirements not directly related to the job such as employer rules regulations that may impact success, behavior management issues, and integration issues such as social interaction between individuals with autism and other employer personnel.

- 2) Following the initial job analysis, the contractor must direct the research to job matching, job complexity, and the types of jobs that may be better performed by individuals who have autism.
- 3) Because a crucial phase of work force development is finding jobs for individuals who have autism, in the contractor’s research, the contractor must address the opportunities for job development in Southeast Missouri including the potential tax credits available to employers as well as ways and means of introducing individuals with autism into a specific work arena and marketing those advantages to employers.

- b. Independent living skills - The contractor shall agree and understand that for purposes of the contract, independent living skills shall include but not be limited to emphasis on appropriate social skills and independent daily living skills such as bathing, personal hygiene, dressing, shopping, banking, budgeting, using public transportation safely, recreation and leisure activities.

PARAGRAPH LETTER REFERENCE REVISED VIA AMENDMENT #001

- c. Maximization of giftedness - The contractor shall further agree and understand that for purposes of the contract, maximization of giftedness shall include but not be limited to identification and development of individual talents, improving skills that will be marketable in the employment arena, and motivation to capitalize on those talents and skills.

2.2.2 Identification of Individuals with Autism in Southeast Missouri – The contractor shall identify individuals with autism from Southeast Missouri for participation in the contractor’s program.

PARAGRAPH REVISED VIA AMENDMENT #001

- a. The contractor shall survey the existing community-based services available for individuals with autism in southeast Missouri.
- b. The contractor shall work with one or both of the state agency Regional Centers providing targeted case management in Southeast Missouri (Sikeston Regional Center and/or Poplar Bluff Regional Center) to develop a clear understanding of the existing services available in Southeast Missouri and shall develop the person-centered support plan with objectives and goals to support each individual with autism’s specialized needs in the areas of work-force transition and independent living arrangements.

PARAGRAPH REVISED VIA AMENDMENT #001

- c. The contractor shall identify potential partner corporations/public institutions (hereinafter referred to as partner businesses) within the public and private sector of the community who would be able to provide employment opportunities that would offer an opportunity for individuals with autism to be employed. The contractor must research the possibility of providing incentives for partner businesses that participate.

2.2.3 Design of Program - Based upon the specific and unique models, assessments, skills development training, etc., identified and developed in the research, the contractor shall develop a community-based program that includes each of the following components and that complies with the requirements further defined under Requirements for Implementation/Execution of the Program, below.

- a. Workforce Transition Skills Program – The contractor shall develop a curriculum for a training program in partnership with partner businesses to provide employment opportunities for individuals with autism, maximizing the giftedness and individuals skill sets, to the extent possible.
- b. Independent Living Skills Program - The contractor shall develop the curriculum for a training program for life skills development.

2.3 Requirements for Implementation/Execution of the Program

- 2.3.1 Based on the model developed by the contractor for selection of individuals for participation in the contractor’s program, the contractor shall identify and select at least the minimum number of individuals with autism for participation in the contractor’s program as specified by the contractor in the contractor’s original proposal. Each individual selected will be assigned a specific service coordinator from the state agency who will monitor the individual’s progress. The contractor must forward all correspondence related to such individual’s participation in the program to the assigned services coordinator.

- a. The contractor shall assess each individual with autism referred to the contractor's program and shall identify if the individual falls within the model for selection based upon the individual's area of giftedness and individual skill sets, ability to shape those gifts/skills into marketable skills, and other criteria determined by the contractor in the model.

PARAGRAPH REVISED VIA AMENDMENT #001

- b. The contractor shall agree and understand that any individual with autism selected for participation in the contractor's program must be eligible and enrolled within a state agency Regional Center.

- 2.3.2 The contractor shall develop partnerships with identified partner businesses that will provide employment opportunities for the selected individuals with autism. To the extent possible, the contractor should provide incentives to such employers for their participation.

PARAGRAPH REVISED VIA AMENDMENT #001

- 2.3.3 The contractor shall provide support and shall manage the following as minimum components/services for the selected individuals with autism by providing individualized evaluation and instruction in work force transition skills and independent living skills as described below. The contractor shall enter and maintain notes of the status of each individual's progress in each program:

- a. Work Force Transition Program – The contractor shall perform the following services:
 - 1) From the individuals selected for the program, the contractor shall consider individuals who have not been able to gain and/or maintain competitive employment and who have a “gift” or talent in an identified area.
 - 2) After selecting the individual(s) for the program, the contractor shall contact a partner business within the community where job opportunities could be provided that would specifically utilize the talents/gifts of the individual being served.
 - 3) The contractor shall identify the necessary skills for success in the target job while also identifying potential barriers to success.
 - 4) The contractor shall complete a work place assessment to include interviews with employer personnel to determine which skills need to be taught to the individual with autism and to determine the appropriate training on autism that is needed for the other personnel employed by the partner business.
 - 5) The contractor shall provide the necessary training for the individuals with autism and for the staff employed at the partner business.
 - 6) When training is complete, the contractor shall place the identified individual with autism in the job environment on a limited basis and shall provide 100% supervision to such individual to ensure success. The contractor must continue with such supervision for as long as that level of supervision is indicated.
 - 7) The contractor shall provide supplemental training to the individual with autism and/or to the staff employed at the partner business as needed.
 - 8) As the individual with autism's independence increases, the contractor shall fade back the level of supervision and increase the amount of time the individual spends on the job.
- b. Independent Living Skills Program – The contractor shall perform the following services in order to facilitate the development of skills necessary for an individual with autism to live independently of family or institutional care whenever possible.

- 1) From the individuals selected for the program, the contractor shall consider individuals for the independent living skills program who have a “gift” or talent in an identified area who have not been able to live independently but who exhibit the potential to do so.
- 2) The contractor shall identify the necessary skills for successful independent living by assessing people in a community based independent living setting to determine which skills need to be concentrated on and supported on behalf of the selected individuals participating in the program.
- 3) The contractor shall provide the necessary training for the individuals with autism to support the individuals in independent living. The contractor shall identify and work with the regional center to identify qualified vendors prior to purchasing services, including appropriate assistive technology.
- 4) When training is complete, the contractor shall place the identified individual with autism in an independent living environment on a limited basis and shall provide 100% supervision to such individual to ensure success.
- 5) The contractor shall provide supplemental training to the individual with autism as needed.
- 6) As the individual with autism’s independence increases, the contractor shall fade back the level of supervision and increase the amount of time the individual spends in the independent living environment without supervision.

2.4 Reporting Requirements - The contractor shall provide the state agency with the documentation described hereinafter for approval.

2.4.1 Monthly Reports:

- a. **Progress Reports** - The contractor shall prepare and provide the state agency with a monthly progress report describing the progress of the project to date including the development of the models and tools, and implementation of the various programs. At a minimum the progress report must contain the following:
 - 1) The specific accomplishments achieved during the reporting period.
 - 2) The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - 3) The specific tasks and projected completion date(s) remaining to be completed pursuant to the provisions of the contract.
- b. **Effectiveness Report** – On a monthly basis after implementation of the contractor’s program, the contractor shall evaluate the effectiveness of project goals in terms of measurable advancements in the lives of participating individuals with autism and dependence on public resources. The contractor shall prepare and submit a monthly report to the state agency summarizing the effectiveness of the program to date. The contractor must include the following information:
 - 1) The individuals with autism in each program,
 - 2) The goals and objectives for each individual,
 - 3) The progress of each individual in the program including employment, independent living, etc, and
 - 4) The level of independence gained each month for each individual.

2.4.2 Final Report - By no later than thirty (30) calendar days after the expiration of each contract period, the contractor shall prepare and submit a final report to the state agency describing the program. The contractor must furnish three (3) copies of the final report.

- a. At a minimum, the final report must include the following:
 - 1) Measurable parameters defining those individuals with autism who can best be served by a workforce transition program and by an independent living skills program such as the contractor's programs.
 - 2) Specific procedures and step-by-step instructions for implementing such programs in other areas so that the contractor's program can be expanded to other areas of the State of Missouri.

PARAGRAPH REVISED VIA AMENDMENT #001

- b. By no later than the last working day of each contract period, the contractor must submit three (3) copies of a preliminary draft of the final report to the state agency for review and approval. The state agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.
- c. The contractor agrees to make approximately two (2) oral presentations of the final report to persons or organizations as deemed necessary by the state agency.

2.5 Invoicing and Payment Requirements:

2.5.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

2.5.2 Invoicing – The contractor shall submit monthly invoices to the state agency at Department of Mental Health, Office of the Director, 1706 East Elm, Post Office Box 687, Jefferson City, Missouri 65102.

- a. The monthly invoice shall include the following information:
 - 1) Contractor's Name;
 - 2) Contract number;
 - 3) Contractor's SAM II vendor code;
 - 4) Service month being invoiced;
 - 5) A detailed budget for the service month being invoiced and an accounting of all expenditures included on the invoice;
 - 6) Authorized signature;
 - 7) Other supporting documentation and information as deemed necessary by the state agency.
- b. The total amount of the invoice each month shall not exceed the total price per contract period stated on the pricing page, divided by the number of months in the contract period.

2.5.3 Payments – After receipt of each invoice and the monthly reports required herein, and after approval of the invoice and approval of satisfactory service provision as required herein, the contractor shall be paid the

total amount on each invoice subject to a maximum of the total guaranteed not to exceed amount specified on the pricing page divided by the number of months in the contract period.

- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor.

2.6 Business Associate Provisions:

- 2.6.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 2) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- b. The contractor shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- c. The state agency and the contractor agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.
- d. For additional information, 45 CFR 160 and 45 CFR 164 can be downloaded from the Internet at the following Internet address. However, the most current requirements shall be those which are published in the Code of Federal Regulations.

<http://www.access.gpo.gov/nara/cfr/page1>

2.6.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the state agency.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

2.6.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- d. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- e. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- f. In order to meet the requirements under 45 CFR 164.524, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- g. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- h. By no later than five (5) calendar days after the contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the contractor shall notify

the state agency's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The contractor shall also provide the state agency's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

2.6.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.

2.6.5 Expiration/Termination/Cancellation:

- a. Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall return to the state agency or shall destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.
 - 1) In the event the contractor determines and the state agency agrees that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.6.6 Breach of Contract:

- a. In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

2.7 Other Contractual Requirements:

- 2.7.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of

award” or by “purchase order”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.7.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof.

- a. In the event the Division of Purchasing and Materials Management exercises the renewal option, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods, except that services shall consist of continuation of the implementation/execution of the contractor’s program and shall not include development of the program. During renewal periods, the contractor shall make changes and adjustments to the program and procedures related thereto as determined necessary based on information gained through continued operation of the program.

2.7.3 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.7.4 Transition - Upon termination, expiration, or cancellation of the contract for any reason, the contractor shall, only upon the request of the state agency, continue providing services to existing individuals with autism in accordance with the provisions, requirements, and prices set forth in the contract for a period not-to-exceed 90 calendar days subject to the conditions stated below:

- a. The decision to allow an individual to receive continuing services shall be made by the state agency on a case by case basis at its sole discretion. The contractor must obtain the written approval of the state agency prior to providing continuing services to any individual after the termination, expiration, or cancellation of the contract. The written approval must identify the specific individual and contain a date for the termination of service for the individual.
 - 1) In the event that the services are transferred to another contractor, the contractor shall furnish all records, treatment plans, and information, and recommendations which are necessary to ensure continuity and consistency of services for the individual with autism.
 - 2) The contractor shall not begin providing services for any newly identified individual with autism pursuant to the contract nor be paid for service to any such newly identified individuals after the date specified by the state agency for discontinuation of new services.

- b. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.

2.7.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services. The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence. The contractor shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.

2.7.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- 2.7.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.7.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.7.11 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.7.12 **Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation - *The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.***
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
 - c. If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement,

the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal for a total of 6.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.

- 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
- 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror's Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. In addition, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting related to the MBE/WBE participation requirements at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals:

The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Cost..... 30 points
 - b. Experience, Reliability, and Expertise..... 40 points
 - c. Method of Performance 30 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to RSMo 34.165, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
 - a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/swindex.html>

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based upon the total guaranteed not to exceed price stated on the pricing page:

Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost score points}$$

- 3.4.2 The offeror should provide an itemized breakdown of the quoted price(s). Exhibit A is attached for the purpose of reflecting the offeror's breakdown of the quoted price.
- a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - b. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

- 3.5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- a. The offeror should provide, on Exhibit B or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
 - 1) Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - 2) Dates of the service/contract; and
 - 3) A brief, written description of the specific prior services performed and requirements thereof.
 - b. Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Registration of business name (if applicable)
 - 2) Certificate of authority to transact business/certificate of good standing (if applicable)
 - 3) Taxes (e.g., city/county/state/federal)
 - 4) State and local certifications (e.g., professions/occupations/activities)

- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

3.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. The offeror should utilize Exhibit C for summarizing the personnel information and may also submit detailed resumes for proposed key personnel.
 - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
- b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance:

3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.6.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used:

On Exhibit D, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

3.6.3 The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.

- a. Exhibit E, Schedule of Events, may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- b. The offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the work hours proposed in the price breakdown. Furthermore, the assigned tasks may be compared with the qualifications of the personnel.

3.7 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation

3.7.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.

- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.

3.7.2 Definition - Qualified MBE/WBE:

- a. *MBE or WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
- c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

3.7.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

3.7.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- | | |
|---|----------------------------------|
| a. Job Coaches | b. Marketing Material Production |
| c. Supported Living Assistance Services | d. Outreach Services |

3.7.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:

Office of Administration, Supplier Diversity Program
P.O. Box 809, Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
Web Address: <http://www.oa.mo.gov/oao/sd.html>

- 3.7.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit F.
- 3.7.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit F, completes a Documentation of MBE/WBE Form, Exhibit G.
- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
 - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
 - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit H.
- 3.7.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit H, documenting efforts made to meet the MBE/WBE participation requirements.
- 3.7.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
 - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.
 - c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.

4. PRICING PAGE

- 4.1 Total Price For Services** - The offeror shall provide a total guaranteed not to exceed price per contract period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s). (Commodity Code: 95257)

001. Total Guaranteed Not to Exceed Price for All Services: \$_____ total

- 4.2 Minimum Number of Individuals with Autism to Participate in Pilot Programs** – The offeror shall state the minimum number of individuals with Autism who shall be selected to participate in the pilot program and who shall receive services during the original contract period.

Guaranteed Minimum # of Individuals : _____ minimum #

- 4.3 Organizations for the Blind or Sheltered Workshop** - If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
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- 4.4 Outside United States** - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

- 4.5 Employee/Conflict of Interest** - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
	In what office/agency are they employed?
	Employment Title:
Percentage of ownership interest in offeror's organization:	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> %

EXHIBIT A**5. PRICE ANALYSIS**

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other Components/Overhead			\$
Total Price (must equal the price quoted on the Pricing Page)			\$

EXHIBIT B**6. PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name and Address of Client Reference (Company for whom offeror performs service):	
Reference Contact Person Name. Phone # and E-mail address:	
Title of Service Being Performed:	
Size of Services being performed Number of individuals served:	
Dates of Services:	
Size of contract (in terms of % of offeror's total amount of business)	
<ul style="list-style-type: none"> ❖ Description of Services Performed ❖ Population Served (describe) ❖ Type of Services Performed ❖ Geographic area served 	
Key Personnel Assigned to Provide Services. Identify personnel by name/title and total number of personnel	

EXHIBIT C
7. EXPERTISE OF PERSONNEL

The offeror should complete this form with information regarding personnel proposed. *Resumes are not required.* If personnel have not been identified, the offeror should provide a description of the position and qualification expectations required to fill the position.

Copy and complete for all personnel assigned:

Title of Position: _____	
Name of Person Assigned:	
Educational Degree (s). Include college or university, major, and dates	
Licenses and/or certifications related to services (attach copies)	
# years employed by offeror	
Previous employer(s), positions, dates	
Describe, provide dates, and total years of Previous Experience with each of the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Working with Individuals with autism	
Workforce Transition programs for people with disabilities	
Independent living skill training for people with disabilities	
Describe the person's planned duties proposed herein.	
List Specialized Training Completed. Include Dates and Documentation of Completion	

EXHIBIT D

8. PROPOSED METHOD OF PERFORMANCE

The offeror should use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

8.1 GENERAL

- 8.1.1 The offeror should provide a general narrative describing the offeror's perception of the purpose and goals of the services required herein.
- 8.1.2 The offeror should provide a general narrative describing the offeror's over-all description of the proposed pilot programs.
- 8.1.3 The offeror should provide information regarding the location where services will be performed
- 8.1.4 The offeror should provide a general narrative describing how the offeror will collaborate with Department of Mental Health (DMH) regional offices to identify individuals with autism and to implement services.
- 8.1.5 The offeror should describe the methods planned to develop, implement, and evaluate the model for selection of individuals with autism for participation.

8.2 ORGANIZATIONAL PLAN

8.2.1 Staff Functions – The offeror should indicate the total number of personnel proposed by job function or classification with functional descriptions of job assignments.

8.2.2 Organizational Chart: The offeror should include an organizational chart showing the staffing and lines of authority for the key personnel to be used. It is recommended that two organizational charts be included.

a. One organizational chart should outline the offeror's total organization and where the team proposed herein fits into the total organization.

b. The second chart should be an organizational chart outlining the team proposed for this project.

8.3 MISCELLANEOUS

8.3.1 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

8.3.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

8.3.3 Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT E**9. SCHEDULE OF EVENTS**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. **"Completion Day"** should be specified as a certain number of days from date of contract award until completion of the specific task. **"Assigned Personnel"** should be identified by name rather than project title unless such personnel are yet to be hired. **"Workhours"** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

EXHIBIT F**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of **qualified** MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE: (must be at least 20%)		Total WBE: (must be at least 10%):	

Authorized Signature of Offeror

Date of Signature

EXHIBIT G**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ *MBE* _____ *WBE*

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you (*as the MBE/WBE company participating in the contract*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ Certification Expiration Date: _____

Federal Employer Identification Number/Social Security Number: _____

Authorized Signatures:

MBE/WBE Owner Authorized Signature Date Offeror Authorized Signature Date

EXHIBIT H**APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: _____ MBE or _____ WBE

(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

Application for Waiver, Continued

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror:

Name:

Title:

Company:

Date:

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.